

122  
AGREEMENT BETWEEN

THE

CITY OF HACKENSACK



AND

HACKENSACK PROFESSIONAL FIRE FIGHTERS

IAFF LOCAL 2081, AFL - CIO, CLC

FOR THE PERIOD

1/01/01 TO 12/31/2006

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## **PREAMBLE**

THIS AGREEMENT entered into this 17<sup>th</sup> day of December 2001, by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City", and the HACKENSACK PROFESSIONAL FIRE FIGHTERS, IAFF LOCAL NO. 2081, AFL-CIO, CLC hereinafter referred to as the "Union".

## **ARTICLE 1 - GENERAL/PUBLIC EMPLOYEES**

### **1.1 GENERAL**

In order to increase general efficiency in the Fire Department, to maintain the existing harmonious relationship between the Fire Department and its employees and to promote the morale, rights, well being, and sincerity of the Fire Department, the City and the Union hereby agree as follows:

### **1.2 PUBLIC EMPLOYEES**

The Fire Department and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

## **ARTICLE 2 - RECOGNITION**

2.1 The City of Hackensack hereby recognizes the Hackensack Professional Fire Fighters, IAFF Local No. 2081, AFL-CIO, CLC, as the sole and exclusive representative of all Fire Fighters employed by the City excluding craft employees, police officers, office clericals, fire superiors, supervisors within the meaning of the Act, managerial executives, officers and all others.

### **ARTICLE 3 - PROBATION PERIOD**

3.1 All employees shall serve a probationary period of twelve (12) months as mandated under N. J. S. A. 11:12-1 and 11:22-6 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

### **ARTICLE 4 - SENIORITY LIST**

4.1 The Fire Chief's Office shall establish a "Seniority List" on an annual basis employing Department of Personnel guidelines to determine seniority via date of hire or date of appointment.

### **ARTICLE 5 - VACANCIES AND PROMOTIONS**

5.1 A Table of Organization shall be established as a part of this Agreement. This Table of Organization shall list all vacancies for Fire Fighter positions. An appointment list for Fire Fighters shall always be available. All vacancies, when they occur, shall be dealt with according to the Rules and Regulations of the New Jersey Department of Personnel.

### **ARTICLE 6 - SALARIES**

6.1 The base salaries for employees covered by this Agreement shall be set forth in Appendix A.

**6.2 Fire Prevention/Information Management:** Each Fire Fighter so assigned shall receive an additional one thousand (\$1,000) dollars per annum stipend over his stated annual salary, which shall be included in his pension base. A pro rata salary adjustment based upon months of service, shall be granted to Fire Fighters assigned to Fire Prevention or Information Management during the year.

**6.3 Senior Officer Differential:** Each employee, upon completion of the number of years set forth below shall be entitled to a total Senior Officer Differential in the amount also set forth below: (nonaccumulative, maximum of \$1,000.)

At the commencement of the 24th year of service - \$ 500.

At the commencement of the 25th year of service - \$1,000.

Said payments shall be added to the base annual salary for pension purposes, but shall not be subject to longevity.

#### **ARTICLE 7 - LONGEVITY**

**7.1** In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned two (2) years service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the

same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee first became employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

7.2 All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before April 15, 1985, will remain as set forth in Article 7.1. There will be no maximum limitation on longevity pay for any unit member regardless of hiring date.

7.3 Effective January 1, 2002, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit. The longevity pay for unit members hired before January 1, 2002, will remain as set forth in Articles 7.1 and 7.2.

#### **ARTICLE 8 - CLOTHING AND ALLOWANCE**

8.1 Association members, excluding those assigned to Fire Prevention or Information Management, shall be entitled to an annual clothing allowance for the upkeep and cleaning of their uniforms, associated clothing and Class A uniforms as follows:

2001-2002

\$325.

2003-2006

\$350.

8.2 Association members assigned to Fire Prevention or Information Management shall be entitled to an annual clothing allowance for upkeep and cleaning of their

uniforms and associated clothing as follows:

<u>2001</u>	<u>2002</u>	<u>2003-2006</u>
\$450.	\$325.	\$350.

**8.3** Said clothing allowances shall be payable in December of said contract year. A pro rata clothing allowance, based upon months of service, shall be granted when a Fire Fighter serves for less than a full calendar year.

**8.4** Association members shall be responsible for the proper maintenance of all uniforms and associated clothing. Clothing shall not be used by the employees except during the performance of their assigned departmental duties or while off duty and attending the funeral of another Fire Fighter or Police Officer within the State of New Jersey.

**8.5** The repair, maintenance and replacement cost of the employee's beeper and charger shall be considered as part of the clothing allowance, as specified in Article 36.

**8.6** Fire Fighters shall not be required to wear their Class A uniform to and from work, or at roll call except when assigned to Fire Prevention and Information Management, wherein they shall wear their Class A uniform when performing said assignments.

**8.7** Effective January 1, 1994, each member of the unit, except those assigned to Fire Prevention or Information Management, shall receive an initial issue of uniforms and associated clothing as shown below, which will be repaired or replaced by the City, by voucher system. The specifications and supplier to be mutually agreed upon.



<u>QTY</u>	<u>DESCRIPTION</u>
2	F/R Golf Shirts (warm weather use)
3	Nomex Uniform Shirts
3	Nomex Uniform Pants
2	F/R Sweat Shirts

All associated patches and embroidery.

## **ARTICLE 9 - EDUCATION**

**9.1** Members of the Bargaining Unit taking courses in Fire Science shall be reimbursed for the cost of tuition, when approved in advance in writing by the Fire Chief; however, such reimbursement shall not exceed total tuition cost, less any and all reimbursements received by or available to the employee by another agency, institution or government. The total lifetime accumulation of allowable credits shall not exceed the maximum allowable as per the schedule in **9.5**. Such approval will not be unreasonably withheld. Whatever sums of money are to be allotted for taking Fire Science courses are subject to agreement between the Fire Chief and the employee prior to any commitment.

**9.2** The taking of any such course shall be on a voluntary basis only. Reimbursement shall be forfeited if the course requirements are not successfully completed or are in excess of the maximum allowable as per the schedule in **9.5**.

9.3 The City hereby agrees to pay, by voucher each January, the sum of Ten (\$10.00) Dollars per annum for each college credit successfully completed toward an Associate Degree in Fire Science at a recognized institution of higher learning; however, not in excess of the maximum allowable as per 9.5. Any courses less than forty (40) hours in instruction will not be approved. Payment will be based upon the number of credits successfully completed as of December 31 of the preceding year. Such additional payment shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Fire Chief of a proper certification of successful course completion.

9.4 Members who have exceeded the maximum credit limit of sixty-four (64) prior to January 1, 1977, shall not lose this benefit on their excess credits earned prior to December 31, 1976.

9.5 The maximum allowable credit limit for which members shall receive reimbursement for approved courses in Fire Science shall be in accordance with the following schedule:

MAXIMUM ALLOWABLE CREDITS  
67 Credits

9.6 The City agrees that a member directed to attend the Police and Fire Academy for the purpose of completing a course entitled "Fire Fighter No. 1", shall receive credit for the hours spent in this class while not on duty. At the discretion of the Fire Chief, credit for these hours spent in class while not on duty, shall be given to the member either as compensatory time on an hour for hour basis, or paid to the member at straight time. There will be no reduction for time spent in class while on duty.

**9.7** A pro rata adjustment shall be made to the education allowance in cases wherein an employee did not work for a full twelve (12) months in a calendar year exclusive of paid leave time.

#### **ARTICLE 10 – HOURS OF DUTY**

**10.1** The hours of duty shall be established by the City so that the average weekly hours of duty over an eight (8) week cycle shall not exceed forty-two (42) hours, exclusive of hours during which such members may be summoned and kept on duty because of a conflagration or other major emergency; the day shift consisting of ten (10) hours and the night shift consisting of fourteen (14) hours.

**10.2** The special duty personnel assigned to Fire Prevention or Information Management shall not be governed by Article 10.1. Their hours shall be regulated by the Fire Chief. The revised work schedule for all members assigned to Fire Prevention or Information Management shall be established by the Fire Chief and shall consist of work tours of ten (10) hours not to exceed 42 hours in an eight (8) week cycle.

**10.3** The Fire Chief may require special duty personnel to occasionally and on a temporary basis work a modified schedule for periods not to exceed two (2) weeks.

**10.4** Fire Fighters may self-relieve their counterparts up to one-half hour prior to the commencement of the next tour of duty without the execution of an Approved Leave Form unless such relief is precluded by or would, in the opinion of the Chief or his designee, hamper the official business of the Fire Department.

**10.5** Members recalled to duty within one (1) hour of their official start of duty time shall be compensated at the time and one-half (1-1/2) rate of pay for only the amount of

time actually worked until their official start of duty time.

#### **ARTICLE 11 - VACATIONS**

**11.1** Vacation leave must be earned before it can be taken. Vacation leave earned in one year shall be credited to the employee on the first of the month following the employee's anniversary date as per past practice. Vacation leave shall be earned in accordance with the following schedule:

<b><u>YEARS OF SERVICE COMPLETED</u></b>	<b><u>VACATION DAYS EARNED</u></b>	
	<b><u>2001</u></b>	<b><u>2002 - 2006</u></b>
Less than 1	Prorated	Prorated
1 - 4	9 work days	11 work days
5 - 9	10 work days	12 work days
10 - 14	14 work days	16 work days
15 - 19	16 work days	18 work days
20 +	18 work days	20 work days

**11.2** Fire Fighters assigned to Fire Prevention or Information Management shall earn one (1) vacation day in addition to Article 11.1 during the period when they are working a ten (10) hour workday.

**11.3** Current practices of the City with respect to the scheduling of vacation days shall be continued for the duration of this Agreement as shown. Split vacations are subject to the Fire Chief's review.

**11.4** If a Fire Fighter dies while actively employed, his estate shall receive payment for his pro rata earned vacation benefit as outlined above.

#### **ARTICLE 12 - HOLIDAYS**

**12.1** The City agrees to pay each Fire Fighter for eleven (11) holidays. This payment shall be made in the month of December for each Fire Fighter.

**12.2** It is understood by the parties in those cases wherein a Fire Fighter serves for less than a full calendar year he shall receive only a pro rata amount of his holiday pay.

**12.3** If a Fire Fighter dies while actively employed, his estate shall receive payment for his pro rata earned holiday pay benefit as outlined above.

**12.4** Members on sick leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence.

**12.5** Fire Fighters assigned to Fire Prevention or Information Management:

- a) Are not required to work on recognized Holidays except in emergencies, and
- b) Shall receive an annual stipend each December (pro rata) based on months actively serving equal to the "Holiday Pay" benefit for other Fire Fighters, which stipend shall be recognized as a payment "In Lieu of Overtime". It is understood that this stipend shall cover the first 88 additional hours of duty beyond the normal schedule on a yearly basis. Overtime shall not accrue until after 42 hours in a workweek
- c) The following days are recognized as Holidays for the purpose of this Article:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Election Day/General/November  
Christmas Day

- d) If any Holidays fall on a Sunday, the Monday after shall be considered and recognized as the Holiday for the purposes of this Article.
- e) If any Holidays fall on a Saturday, the Friday before shall be considered and recognized as the Holiday for the purposes of this Article.

12.6 The value of each holiday shall be computed at 1/260 of the member's aggregate annual salary. Annual salary shall include base salary, longevity, Fire Prevention and Senior Officer.

### **ARTICLE 13 - INJURY LEAVE**

13.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty he shall be entitled to Injury Leave for a maximum aggregate period of one (1) year commencing with the date of such injury, illness or disability; or until such time as he has been accepted for retirement by the Firemen's Pension System. Any payments of temporary disability insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

13.2 All Injury Leaves shall terminate when the physician appointed by the City gives a full medical report as to the employee's physical condition and his fitness for duty.

13.3 An employee will be removed from Injury Leave and charged Sick Leave.

- a) If the employee fails to report for a scheduled physician's appointment without good cause and without having first attempted to reschedule the appointment.
- b) If in the opinion of the physician the employee is able to return to light duty, if available, and fails to do so.

13.4 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.

#### **ARTICLE 14 – SICK LEAVE**

14.1 Sick Leave entitlement for all full-time employees shall be one (1) day per month in the first calendar year of employment and 1-1/4 days per month thereafter, accumulative, to be used for nonoccupational injuries, illnesses or for the care for a reasonable period of time, of a seriously ill member of the employee's immediate family.

14.2 When an employee does not report for duty for a period of greater than one (1) day because of sickness, he shall show proof of his inability to work by submitting to the employee's supervisor a certificate signed by a reputable physician in attendance, to the effect that the said employee was not, on the date or dates a leave is requested, physically able to perform any duty connected with his job.

14.3 An employee reporting on Sick Leave shall notify the supervisor on duty one (1) hour before the time set for him to begin his daily schedule; failure to comply may result in disciplinary action. An employee who is absent for five (5) consecutive days or more and does not notify his Department Head on any of the first five (5) days, will

be subject to dismissal in accordance with the New Jersey Department of Personnel rules. (See NJAC 4A:2-6.2b)

#### **ARTICLE 15 - RETIREMENT**

**15.1** Upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, a Fire Fighter shall receive as terminal leave, one hundred percent (100%) of salary of the accumulated Sick Leave. There shall be no limitation on the maximum payment.

**15.1(a)** All unit members hired after April 15, 1985, (effective date of 1985-86 contract execution) upon retirement after twenty-five (25) years of service in the Fire Department of the City, or upon a disability retirement, shall be paid seventy-five (75%) of their accumulated Sick Leave, not to exceed fifty (50%) percent of their final annual salary as defined in 15.3 below.

**15.2** If a Fire Fighter dies while actively employed, his estate shall receive the Retirement Leave benefit outlined above.

**15.3** On retirement, pursuant to the provisions of the contract, the accumulated Sick Leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, annual salary shall be base salary plus longevity pay.

**15.4** A retiring employee shall be permitted to take the lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter; however, not over a period in excess of eighteen (18) months from separation from service.



15.5 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- a) 25 years or more of creditable service in his/her respective pension
- b) Age 55 or older
- c) 100 or more accrued unused sick days
- d) Hired before April 15, 1985

15.6 The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

15.7 The employee shall have the right to refuse the decision of the City to buy back a portion of his/her Sick Days.

15.8 The provision of 15.1 and 15.4 shall not be applicable to employees hired from and after the date of April 15, 1985.

15.9 For the purposes of computing the required 25 years of creditable service in the Hackensack Fire Department, such creditable years shall include all years of military service time purchased back under P.F.R.S Regulations.

**ARTICLE 16(a) - HEALTH BENEFIT INSURANCE PROGRAM**  
**(Effective January 1, 2001 to December 31, 2001)**

16.1(a) All members covered by this Agreement and eligible members of their families shall be entitled to the following coverage:

- 1) Hospitalization, Major Medical and Rider "J" or its equivalent.
- 2) Hospitalization coverage for all member retirees and eligible members of their families to commence at age fifty (50) until such time as he becomes eligible for Medicare.

- 3) Fire Fighters who are forced to submit for an ordinary disability pension must have been on the force five (5) or more years to be eligible for those benefits.

**16.2(a)** At age sixty-five (65), coverage to be for employee's (not spouse or eligible members of their family) Medicare only.

- 1) Each retiree shall be responsible to notify the City when he becomes fifty (50) and again when he becomes age sixty-five (65) for the inclusion in the subject insurance program.

**16.3(a)** Retirees who wish coverage to commence prior to age 50 will have the option of exchanging one and one-quarter (1-1/4) paid leave days (vacation, sick, personal) or ten (10) hours of recorded overtime for each month that he/she needs prior to attaining the age requirement.

**Article 16(b) - Health Benefit Insurance Program**  
**(Effective January 1, 2002)**

16.1(b) Effective January 1, 2002, all active Union members covered by this Agreement and eligible members of their families plus all eligible retirees\* with a retirement date subsequent to January 1, 2002 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

\*Eligible retiree shall be any Union member who has 25 years pension credit and has been accepted by the PFRS as a retiree subsequent to January 1, 2002 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement. The 25-year pension credit is waived for disability retirees.

	<u>EMPLOYEE</u>		<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>	
<u>Employee Status</u>	<u>Covered</u>	<u>IDA(1) Deductible</u>	<u>Covered</u>	<u>IDA (1) Deductible</u>	<u>Covered</u>	<u>IDA (1) Deductible</u>
Active (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Ineligible (2)	Yes	250	Yes	250	Yes	250
Retiree - Medicare Eligible (3)	Yes	250	Yes	750	Yes	750

(1) Not applicable if covered by an H.M.O.

(2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).

(3) IDA only. HMO coverage not provided.

16.2(b) Association members who retired prior to January 1, 2002 shall continue to receive the benefits provided by the applicable contract when they retired.

16.3(b) A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

- 16.4(b) All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.
- 16.5(b) All Retirees (retired after January 1, 2002) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.
- 16.6(b) The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, HMO coverage is not available to Medicare eligible retirees or spouse.
- 16.7(b) The City and the Union agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Union members who retired subsequent to January 1, 2002.

## **ARTICLE 17 – DENTAL INSURANCE**

**17.1** The City and the members of the Local shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year employees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment; however, re-enrollment at a later date during continuous employment with the City will be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided, however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bonafide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions that shall be withheld and paid one month in advance of coverage.

## **ARTICLE 18 – FUNERAL LEAVE**

**18.1** Three (3) working days in the event of a death occurring in the immediate family (spouse, child, step-child, parent, step-parent, brother, sister, grandparents or grandchildren).

**18.2** Two (2) working days for mother-in-law, father-in-law, brother-in-law or sister-in-law.

**18.3** All funeral leave must be used within seven (7) days of the funeral.

## **ARTICLE 19 PERSONAL DAY**

**19.1** One (1) Personal Day off with pay shall be granted to all members of the Bargaining Unit to be used within that calendar year.

**19.2** This Personal Day shall be requested, in writing, 72 hours in advance, and approved by the Fire Chief; subject to staffing requirements as fixed by the Chief and present policy that no more than one (1) employee per shift shall be out on a Personal Day.

**19.3** A first year Fire Fighter shall be eligible for this benefit only upon completion of the probationary period.

## **ARTICLE 20 – RECALL – FAILURE TO ANSWER**

**20.1** Response time for men on recall platoon shall be one and one-half (1-1/2) minutes for each mile he resides from fire headquarters. All men shall be allotted a minimum of thirty (30) minutes from notification, as set forth below, to respond.

**20.2** Men on recall platoon who leave their residence shall be allotted the same time to respond as they would have been entitled to if they remained at their residence.

**20.3** Notification shall mean activation of beeper paging system. Personal notification or attempted notification at a telephone number provided to the Department by the Fire Fighter for recall purposes shall be in accordance with Article 36.

#### **ARTICLE 21 – GRIEVANCE PROCEDURE**

**21.1** The purpose of the grievance procedure shall be to settle all grievances between the City and the Union as quickly as possible, so as to insure efficiency and promote employees' morale.

**21.2** A grievance shall be defined to mean an alleged violation by an employee, group of employees, or the Union, or by the City of any provision of this Agreement.

**21.3** No settlement of a grievance presented by an employee shall contravene the provisions of the agreement.

**21.4 (a)** The matter shall first be discussed orally with the employee's immediate supervisor within eight (8) days of occurrence giving rise to the grievance. If such discussion does not resolve the grievance, it may be processed to the next step.

(b) Within eight (8) days, exclusive of Saturday and Sunday, from receiving a final answer from the employee's immediate supervisor, the grievance shall be presented in writing to the Chief of the Fire Department, who shall arrange for such meetings and make such investigations as are necessary to give his answer in writing within eight (8) days, exclusive of Saturdays and Sundays, of the receipt of the grievance. If this answer does not resolve the grievance, it may be processed to the next step.

(c) Within eight (8) days, exclusive of Saturdays and Sundays, of the transmittal of the written answer by the Chief, either party may then request a hearing before the City Manager in accordance with the rules and regulations of the Fire Department and Civil Service regulations. Either party may appeal the City Manager's ruling to the Civil Service Commission or the State Board of Mediation and Arbitration or the New Jersey Department of Personnel to provide arbitration service, or submit the grievance to the arbitration panel established by the Governor under the provisions of P. L. 1968, c.303 New Jersey Employer-Employee Relations Act. The authority of the arbitrator shall be limited to the interpretation and application of this Agreement. He shall have no right to add to or subtract from the Agreement.

21.5 The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne by the party losing the appeal.

#### **ARTICLE 22 – WORKING RULES**

22.1 This agreement is not to conflict with the rules and regulations governing the City or specifications of the Department of Personnel. New Jersey Department of Personnel specifications shall prevail for all positions.

#### **ARTICLE 23 – LABOR REQUIREMENTS**

23.1 As covered in the Rules and Regulations of the City Fire Department.

#### **ARTICLE 24 – PROTECTION OF PROPERTY AND EQUIPMENT**

24.1 It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean and returned to its place of storage in accordance with the Fire Department Rules and Regulations of the City.



## **ARTICLE 25 - MINIMUM MANNING**

**25.1** Whenever possible, two (2) Fire Fighters and one (1) Officer shall be assigned to a fire engine or fire truck in response to an alarm. It is expressly understood that the City shall retain the right to close a fire station; however, this shall not be done in such a way as to subterfuge any other portions of the Agreement.

## **ARTICLE 26 - DUES DEDUCTIONS/AGENCY SHOP**

**26.1** The City shall deduct Union dues in accordance with State Statutes.

**26.2** Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new permanent employee who does not join within thirty (30) days of initial employment within the unit, and any permanent employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments, provided however, that in no event shall any such change exceed 85% of the regular Union membership dues, fees and assessment nor shall any such change be contrary to any provision contained in State Statute. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employee in the unit,

provided that no modification is made in this provision by a successor agreement between the Union and the employer.

**26.3** The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

#### **ARTICLE 27 – OUT OF TITLE WORK**

**27.1** Members who work out of title as a Fire Lieutenant Step 2 shall be paid at the higher rate on an hour for hour basis if they work in the higher title for a minimum of four (4) hours. Payment will be adjusted to the nearest half-hour (1/2) worked, commencing with the first hour worked.

**27.2** Effective upon contract execution, unless otherwise dictated by emergent conditions (less than a complete shift), there shall be no more than two (2) Fire Fighters serving in the capacity of Acting Lieutenant, one (1) Lieutenant serving as an Acting Captain and one (1) Captain serving as an Acting Deputy Chief at any one time provided the second Acting Lieutenant does not result in an overtime occurrence among Fire Fighters. In such event, the overtime occurrence is satisfied by rank for rank replacement.

**27.3** In the event of a long illness or injury herein defined as causing absence from work for more than four (4) consecutive workdays, the City shall be permitted thereafter to utilize a second Acting Lieutenant to fill the vacant position without resorting to rank for rank replacement for the balance of the absence.

**27.4** The parties agree to review this **Acting Out of Title Provision** annually.

#### **ARTICLE 28 - RECALL**

**28.1** When recalled, Fire Fighters shall be guaranteed a minimum of two (2) hours work at the time and one-half rate. The Chief can require any individual to work during this time.

**28.2** In lieu of a disciplinary action for failure to report for recall, the Union and its members agree that a moral obligation exists to provide additional manpower in time of emergency and do hereby pledge to adhere to a department-wide "general recall" whereby a tone alert is transmitted to all members who are in turn morally obligated to call in to satisfy same.

**28.3** Notification shall mean activation of beeper paging system. Personal notification or attempted notification at a telephone number provided to the Department by the Fire Fighter for recall purposes shall be in accordance with **Article 36**.

#### **ARTICLE 29 - OVERTIME AND COMPENSATORY TIME**

**29.1** Overtime, which shall be defined as hours in excess of the regularly assigned hours, shall be compensated at the time and one-half rate. Such hours shall be computed to the nearest quarter (1/4) hour and shall become applicable only after the first quarter (1/4) of work.

**29.2** Members, with prior approval of the Fire Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, i.e., one (1) hour of overtime equals one and one (1.5) hours compensatory time off. Such compensation

shall apply to all duties, assignments and details within the scope of work performed by unit members.

### **ARTICLE 30 - DUTIES**

**30.1** The duties of a Fire Fighter are as follows: During an assigned tour of duty, answers fire alarms and assists in extinguishing fires; performs the necessary tasks involved in the cleaning and maintaining of fire equipment, apparatus and building; does related work as required and such other duties as permitted by Civil Service Law. The parties expressly agree that this provision shall not be subject to the grievance procedure, except as otherwise set forth in this Agreement, and any question concerning the interpretation of this provision shall be subject to review only by the Civil Service Commission.

**30.2** Fire Fighters may be assigned to regular public safety fire and safety patrol that would include, but not by way of limitation, the following:

1. Fire Prevention Investigations
2. Smoke Investigations
3. Fire Zone Violations
4. Elevator Calls
5. Sprinkler Alarm Calls
6. Bomb Investigations
7. Public Building Inspection (Movie Theaters and similar establishments)
8. Answer all Fire Calls in Designated Areas
9. Hazards of other types to be reported to:
  - Department of Public Works
  - Police
  - Building
  - Health
10. Ambulance (in accordance with N. J. A. C.)

**30.3** The City hereby agrees that if the Police and Fire Pension does not cover Fire Fighters for the duties provided for in this provision, then the City shall assume such obligation but on the same terms as would otherwise have been available from the Police and Fire Pension Program.

### **ARTICLE 31 - MANAGEMENT RIGHTS**

**31.1** The Union recognizes that the City may not, by agreement, delegate authority and responsibility, which by law are imposed upon and lodged with the City.

**31.2** The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:

- a) To direct employees of the City;
- b) To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees;
- c) To make work assignments, work and shift schedules, including overtime assignments;
- d) To relieve employees from duties because of lack of work or other legitimate reasons;
- e) To maintain the efficiency of the City operations entrusted to them; and
- f) To determine the methods, means and personnel by which such operations are to be conducted.

### **ARTICLE 32 - UNION ACTIVITIES**

**32.1** The Association's President or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of

grievances, inclusive of binding arbitration. The President and the negotiating committee shall be given time off with pay for collective bargaining meetings, inclusive of interest arbitration.

**32.2** The Fire Department shall permit membership meetings of the Union, monthly, with the prior approval of the Fire Chief. Members at the outlying station shall be permitted to attend, weather permitting. Union meetings shall be rescheduled if they conflict with a Fire Department emergency, training program or weather condition. At the beginning of each year, the Union shall advise the Fire Chief of tentative meeting dates scheduled for that year.

**32.3** Employees covered by this Agreement shall be permitted to wear, while in quarters and on duty, a tee shirt or sweatshirt that bears a printed Union logo. Roll call is excluded.

**32.4** The Union President or the Executive Delegate shall be given time off with pay for attendance at the Bi-Annual IAFF National Convention, the Annual IAFF State Convention and the monthly IAFF State Association Meetings. The Union Representative must notify the Fire Chief in writing seven (7) days in advance of the scheduled meeting to facilitate proper manpower planning. The Fire Chief may require proof of attendance from the Representative.

### **ARTICLE 33 - OUT OF JOB - DESCRIPTION WORK**

**33.1** Fire Fighters shall not be compelled to perform out-of-job description work at the firehouse.

## **ARTICLE 34 – PERSONNEL FILES**

**34.1** A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of the Fire Department and may be used for evaluation purposes by the Fire Chief or City Manager.

**34.2** Upon advance notice at reasonable times, any member of the Fire Department may review his personnel file. However, this appointment for review must be made through the Chief of the Fire Department or his designated representative at times mutually convenient.

**34.3** Whenever a written complaint concerning a member or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

**34.4** All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

### **ARTICLE 35 - MISCELLANEOUS**

**35.1** The City recognizes the principle that the Union and the City are equal partners and have equal rights in the collective bargaining process; the City agrees not to discriminate against anyone because of its activities on behalf of the Union.

**35.2** Mutual Aid - Members of a Fire Company assigned to mutual aid fire suppression duty (fire fighting) outside City limits shall at all times be under the supervision of a Hackensack Fire Officer.

**35.3** Injury or Death Benefits per NJSA 40A:14-156.3 as follows: If any member of a police force or fire department and force or volunteer fire company summoned pursuant to an agreement to render assistance suffers injury or death in the performance of his duties, he or his designee or legal representative shall be entitled to such salary, pension rights, workmen's compensation or other benefits as would have accrued if such injury or death had occurred in the performance of duties in the territorial jurisdiction in which the duties were normally performed.

### **ARTICLE 36 - BEEPER SYSTEM**

**36.1** The City shall continue its practice of supplying each new unit member, except Fire Prevention, with a new beeper and charger for Recall.

**36.2** The employee shall be responsible for the cost of repair, maintenance and replacement of this equipment that shall be their property.

**36.3** The repair, maintenance and replacement cost shall be considered as part of the existing clothing allowance.



36.4 The City shall retain sole discretion over equipment design and modification. In the event the City changes the transmitting or receiving equipment such that it is not compatible (i.e., unable to receive) with the employee's equipment, then the City shall replace or modify the employee's equipment at the City's cost. All replacement equipment shall conform to the most current specification to insure compatibility and proper system operation.

36.5 All members on the Recall platoon shall be responsible to tone-test their beepers to insure that each beeper is receiving a transmission from Fire Headquarters, which test signal will be transmitted daily at 1200 and 1900 hours.

36.6 If, for any reason, a member on recall is unable to receive a recall notification via his beeper, he shall notify Fire Headquarters immediately and shall be available to receive notification via telephone.

#### **ARTICLE 37 - SHIFT EXCHANGE - MUTUAL**

37.1 Effective January 1, 1998, members shall be provided with ten (10) full shift exchanges per year, not to be carried over from year to year.

37.2 Exchanges of less than a full shift shall not count toward the yearly allowance. Training and educational ventures shall be exempt from this provision.

37.3 All exchanges shall be subject to review and approval by the Fire Chief or his designee.

37.4 With the prior approval of the Fire Chief, the Association shall be afforded additional exchanges for Association business.

37.5 The City shall not incur any overtime obligation as a result of shift exchanges.

37.6 Shift exchange shall be requested in writing seventy-two (72) hours in advance.

**ARTICLE 38 - LEAVE OF ABSENCE**

38.1 The City Manager may grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon request of the City Manager and written approval of the New Jersey Department of Personnel.

38.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

38.3 A leave of absence shall not disqualify an applicant for a promotional examination.

38.4 Prior to commencing the Leave of Absence, an employee is responsible to discuss with his/her department head the status of his/her medical, dental, and/or disability insurance and pension while on a Leave of Absence.

**ARTICLE 39 - DURATION**


39.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2001 and continue in effect until December 31, 2006. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

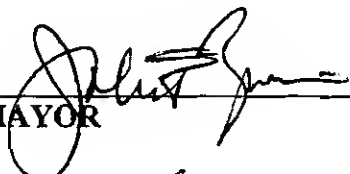
39.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

39.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK FIRE FIGHTERS  
ASSOCIATION LOCAL 2081,  
A. F. L. - C. I. O. - C. L. C.


CITY OF HACKENSACK

  
\_\_\_\_\_  
PRESIDENT

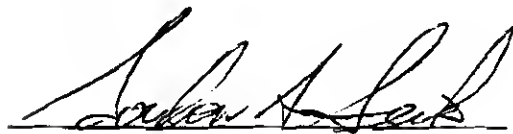
  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
VICE-PRESIDENT

  
\_\_\_\_\_  
ATTEST: CITY CLERK

  
\_\_\_\_\_  
CITY MANAGER

ATTEST:

  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_

APPENDIX A  
BASE SALARIES

<u>Fire Fighter</u> <u>Steps</u>	<u>1-01-01</u>	<u>1-01-02</u>	<u>1-01-03</u>	<u>1-01-04</u>	<u>1-01-05</u>	<u>1-01-06</u>
6	70,582	73,581	76,709	79,969	83,367	86,702
5	60,940	63,439	66,046	68,763	71,595	74,374
4	51,297	53,296	55,381	57,554	59,819	62,042
3	41,656	43,155	44,719	46,349	48,048	49,715
2	32,015	33,015	34,058	35,145	36,278	37,390
1	22,373	22,873	23,394	23,937	24,503	25,059
Percentages:	4.0	4.25	4.25	4.25	4.25	4.0

## AGREEMENT

This Agreement is entered into on this 7<sup>th</sup> day of December, 2001.

**WHEREAS**, the City of Hackensack (hereinafter referred to as "the City" or "Hackensack") is a municipal corporation of the state of New Jersey; and

**WHEREAS**, Hackensack Professional Firefighters Association, IAFF Local 2081, AFL/CIO/CLC (hereinafter referred to as "the Association") is the exclusive bargaining agent for all Firefighters employed by the City; and

**WHEREAS**, the City and the Association have reached agreement on certain matters which they wish to memorialize in this Agreement, but which they do not wish to become a part of the Collective Bargaining Agreement being entered into between the parties simultaneous hereto, nor subject to the rights, remedies and procedures provided for thereunder and incident thereto; and

**WHEREAS**, this Agreement is intended by the parties to fully set forth their understanding with respect to the matters addressed herein;

**NOW, THEREFORE** be it agreed between the City and the Association as follows:

1. The terms of this Agreement shall be effective as of and shall be implemented commencing on January 1, 2002.
2. The City, at its sole and exclusive option, shall have the right to terminate this Agreement as of December 31, 2003 (hereinafter referred to as the "Early Cancellation Option"),
3. In the event that the City wishes to exercise its Early Cancellation Option, it shall advise the Association, in writing, on or before October 1, 2003, that the Agreement shall terminate as of December 31, 2003.
4. In the event that the City exercises its Early Cancellation Option, this Agreement will be of no further effect from and after December 31, 2003.
5. The City, at its sole and exclusive option, shall have the right to extend this Agreement for a one year period (i.e. from January 1, 2004 through December 31, 2004) (hereinafter referred to as the "Extension Option").
6. In the event that the City wishes to exercises its Extension Option, it shall advise the Association, in writing, on or before October 1, 2003, that the Agreement shall be extended to and shall terminate on December 31, 2004.

Agreement shall not be grievable and that any issues or disputes related to the interpretation, enforceability or application of this Agreement shall be referred to the City Manager, who shall be the sole and final arbiter thereof.

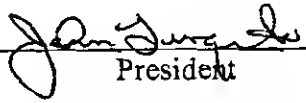
12. The parties affirm that the terms of this Agreement do not violate the Fair Labor Standards Act ("FLSA").
13. Except as provided for herein, commencing as of the effective date of this Agreement, members of the Association employed by the City shall work a twenty-four (24) hour schedule i.e. twenty-four hours on duty followed by seventy-two hours off duty.
14. Each twenty-four (24) hour day shall commence at 0800 hours.
15. No member of the Association subject to this Agreement shall, except in emergency situations or as required to complete active firefighting duties, work, whether by assignment or by action or consent of the individual employee, consecutive twenty-four (24) hour periods without at least twelve (12) hours off.
16. The twenty-four (24) hour schedule shall not apply to members of the Association who are assigned to Fire Prevention, Information Management, or other Special Duty Assignments.
17. The parties acknowledge that the terms of this Agreement, even upon execution of the same by the parties, shall not be effective unless new Collective Bargaining

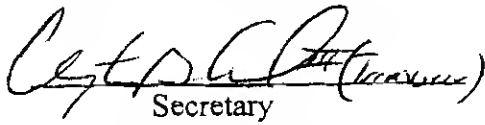
Agreements for the term January 1, 2000 through December 31, 2006 is approved and ratified by (1) the City; (2) the Association; and (3) IAFF Local 3172, the Association representing the Hackensack Uniformed Fire Officers. In the event that either the proposed Collective Bargaining Agreement between the City and the Association or the proposed Collective Bargaining Agreement between the City and Local IAFF 3172 is not approved, this Agreement shall be null, void and without effect.

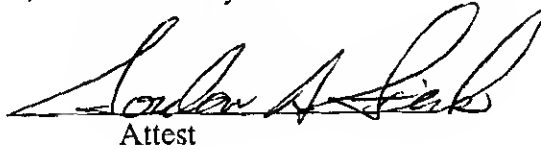
18. The parties further acknowledge that the twenty-four (24) hour schedule may also be terminated prior to the expiration date provided for in paragraph 1 hereof, if (1) the City and the Association mutually agree to do so; or (2) the City and IAFF Local 3172, the Association representing the Hackensack Uniformed Fire Officers, agree to do so. In the event that either the City and the Association or the City and Local 3172 agree to an early termination of the twenty-four (24) hour schedule, such schedule will be deemed terminated as to all fire officers and firefighters employed by the City.
19. During the Early Cancellation Option (January 1, 2002 – December 31, 2003) and the Extension Option (January 1, 2004 – December 31, 2004), the parties agree that this Agreement shall not be deemed a part of any Collective Bargaining Agreement, or any other Agreement which has been or may be entered into between them. However, the parties do further agree that in the event the City does not terminate this Agreement pursuant to either the Early Cancellation Option or the Extension Option, the twenty-four (24) hour schedule shall be deemed a part of the Collective Bargaining Agreement being simultaneously entered into by the parties.
20. The parties agree that in the event that this Agreement is terminated by the City pursuant to the Early Cancellation Option (paragraphs 3, 4 and 5 hereof) or at the end of the Extension Option (paragraphs 6, 7 and 8 hereof), the Collective Bargaining Agreement being executed simultaneous herewith shall be deemed reopened for the limited purpose of renegotiating the provision of such Agreement pertaining to vacations (Article No. 11).
21. The parties agree that wherever reference is made in the expiring Collective Bargaining Agreement to the word "day", such word, when applied to any and all time periods during which the twenty-four hour schedule is in force and effect, shall be deemed the equivalent of "one-half day".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the     day of December 2001.

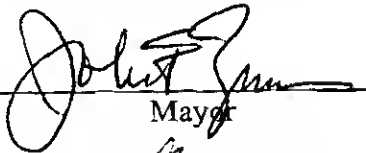
**HACKENSACK PROFESSIONAL  
FIREFIGHTERS ASSOCIATION**

  
President

  
Secretary

  
Attest

**CITY OF HACKENSACK**

  
Mayor

  
Attest: City Clerk

  
City Manager